

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: July 20, 2005

Division: Community Services

Bulk Item: Yes X No     

Department: Community Services

Staff Contact Person: Sandy Molina

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**AGENDA ITEM WORDING:** Approval of an Interlocal Agreement between Monroe County and the South Florida Workforce Board, Inc., for reimbursement of travel cost for the governmental liaison to travel to Miami for meetings.

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**ITEM BACKGROUND:** As liaison, Interim Division Director, Jerry O'Cathey travel to Miami to attend South Florida Employment and Training Consortium, the South Florida Workforce Board and Committee meetings. He travels approximately 2 – 3 per month and sometimes will remain overnight. This agreement will provide the funds for his travel and lodging expenses.

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**PREVIOUS RELEVANT BOCC ACTION:** 6/18/03, 6/16/04

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**CONTRACT/AGREEMENT CHANGES:** N/A

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**STAFF RECOMMENDATIONS:** Approval

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**TOTAL COST:** \$12,000(100% Grant)

**BUDGETED:** Yes      No X

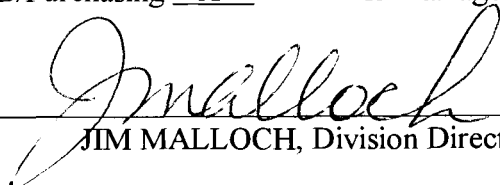
**COST TO COUNTY:** \$12,000(100% Grant)

**SOURCE OF FUNDS:** 100% Grant Funded

**REVENUE PRODUCING:** Yes N/A No      **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

  
JIM MALLOCH, Division Director

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**     

**AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with:	<u>So.Fl.Workforce Bd.</u>	Contract #	<u>                    </u>
		Effective Date:	<u>7/1/05</u>
		Expiration Date:	<u>6/30/06</u>

**Contract Purpose/Description:**

Approval of an Interlocal Agreement between Monroe County and the South Florida Workforce, Inc., for reimbursement of travel cost for the governmental liaison to travel to Miami for meetings.

Contract Manager:	<u>Sandy Molina</u>	<u>4500</u>	<u>Community Services / #1</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 7/20/05 Agenda Deadline: 7/5/05

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 12,000 Current Year Portion: \$ \_\_\_\_\_  
 Budgeted? Yes ☐ No ☒ Account Codes: 158-6155206-530400- \_\_\_\_\_  
 Grant: \$ 12,000 \_\_\_\_\_  
 County Match: \$ 0 \_\_\_\_\_

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$\_\_\_\_\_/yr  
(Not included in dollar value above)

For: \_\_\_\_\_  
(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	6/30/05
Risk Management	6-21-05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	6-24-05
M.B./Purchasing	6-28-05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	6/28/05
County Attorney	6-24-05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	6/24/05

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**INTERLOCAL AGREEMENT  
For  
REIMBURSEMENT OF TRAVEL COST FOR GOVERNMENTAL LIAISON**

**THIS AGREEMENT** made and entered into by and between the South Florida Workforce Board, Inc., hereinafter referred as the "SFWB, Inc." and the **Monroe County, Board of County Commissioners**, hereinafter referred as "**Monroe County**".

**W I T N E S S E T H:**

**WHEREAS**, the SFWB, Inc. provides workforce development activities in Region 23, which is comprise of Miami- Dade and Monroe Counties, and

**WHEREAS**, it is of mutual benefit to the SFWB, Inc. and Monroe County to have the full participation of the designated governmental liaison at the general and special committee and board meetings conducted by the SFWB, Inc and South Florida Employment and Training Consortium (SFETC).

**WHEREAS**, Monroe County wishes to participate in the decisions made by the respective committees and Boards of the SFWB, Inc. and SFETC both financially and as a recipient of services provided for and funded by the SFWB, Inc.

**NOW THEREFORE**, inconsideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, SFWB, Inc. and Monroe County agree as follows:

**Article 1  
Scope of Services**

The reimbursement of costs to Monroe County for travel and lodging expenses is for the Intergovernmental Liaison who represents Monroe County at the South Florida Workforce Board and South Florida Employment and Training Consortium meetings that are held in Miami-Dade County.

No changes in the Scope of Services shall be made unless such change is made in writing and mutually agreed to by both parties.

**Article 2  
Term and Time of Performance**

This Agreement shall commence on **July 1, 2005** and terminate on **June 30, 2006**. If the term of this Agreement extends beyond a single program year of the SFETC, the continuation of this Agreement beyond the end of any program year shall be subject to the availability of funds from SFETC.

This Agreement may be extended upon mutual consent of both parties in accordance with Article 22 below.

**Article 3  
Compensation**

- 3.1** The SFWB, Inc. agrees to reimburse Monroe County in the manner specified in Section 3.2, the total amount not to exceed **Twelve Thousand Dollars (\$12,000.00)**. This reimbursement shall be for travel and lodging costs incurred to attend the South Florida Workforce and South Florida Employment Training Consortium Board and committee meetings. It is acknowledged and

agreed by Monroe County that this amount is the maximum payable and constitutes a limitation upon SFWB, Inc's obligation to compensate Monroe County for the costs related to this Agreement.

### **3.2 Method of Billing and Payment**

Monroe County shall submit an invoice package with documentation to support reimbursement request not more than once a month, but only after the expense(s) for which the invoices are submitted have been incurred. An original invoice is due within fifteen (15) days of the end of the month and the final original invoice shall be received within thirty (30) calendar days of the Agreement expiration date.

Reimbursement shall comply with the established approved rates for Monroe County as follows:

- Breakfast           \$ 6.50
- Lunch               \$13.50
- Dinner              \$27.00
  
- Total Daily       \$47.00
  
- Mileage:           \$ 0.40 per mile
  
- Lodging (single rate - varies)

**3.3** Notwithstanding any provision of this Agreement to the contrary, SFWB, Inc. may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inaccurate or disallowed expenses, which has not been granted prior approval by the designated SFW Contracts Manager. The amount withheld shall not be subject to payment of interest by SFWB, Inc.

**3.4** Invoices shall be submitted to:

South Florida Workforce Board, Inc.  
Office of Budget and Management  
Airport Corporate Center  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

## **Article 4 Changes in Scope of Services**

Any change to the Scope of Services must be accomplished by a written modification, executed by both parties in accordance with Article 22 below.

## **Article 5 Indemnification**

Monroe County shall indemnify and hold harmless the SFWB, Inc. and its respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWB, Inc or its respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions of proceedings of any kind or nature arising out of, relating to or resulting from this agreement by Monroe County or its employees, agents, servants, partners, principals or subcontractors. Monroe County shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in

the name of SFWB, Inc., where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereupon. Monroe County expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by Monroe County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWB, Inc. or its respective officers, employees, agents and instrumentalities as herein provided. Monroe County and SFWB, Inc. agree that this provision is in no way intended to require Monroe County to indemnify the SFWB, Inc. or its respective officers, employees, agents and instrumentalities for damages, losses, or other costs arising from lawsuits, claims, or settlements that are caused by the negligence or other acts of the SFWB, Inc. or its respective officers, employees, agents and instrumentalities.

#### **Article 6 Insurance**

Monroe County is a political subdivision of the State of Florida agency as defined by Section 768.28, Florida Statutes, and Monroe County shall furnish Contracts Manager with written verification of liability protection in accordance with state law prior to final execution of said agreement.

#### **Article 7 Termination**

Monroe County and SFWB, Inc. may mutually agree to a termination without cause by providing thirty (30) days prior written notice to the other party. Monroe County shall be entitled to receive compensation for services performed in accordance with conditions set forth herein through the date of termination. However, SFWB, Inc. shall not be liable for any expenses incurred by Monroe County after the effective date of termination of this Agreement.

#### **Article 8 Access to Records**

Monroe County shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Monroe County in conjunction with this Agreement. Failure by Monroe County to allow such public access shall result in the immediate termination of this Agreement.

#### **Article 9 Audit Right and Retention of Records**

- 9.1 SFETC shall have the right to audit the books, records, and accounts of Monroe County that are related to this Agreement. Monroe County shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement.
- 9.2 Monroe County shall preserve and make available, at reasonable times for examination and audit by SFWB, Inc. all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119 Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement.

#### **Article 10 Nondiscrimination and Equal Opportunity**

Monroe County shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement.

Monroe County shall affirmatively comply with Monroe shall comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A. Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, ages, disability, political affiliation or belief and against beneficiaries on the basis of either citizenship/status as a lawful admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program or activity.
- B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination against individuals from participating or receiving benefits in any Federal Assisted Programs on the basis of race, color, or national origin.
- C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Monroe County shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above.

#### **Article 11 Third Party Beneficiaries**

Neither Monroe County nor SFWB, Inc. intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations as to any third person or entity.

#### **Article 12 Notices**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

#### **For South Florida Workforce Board, Inc.:**

South Florida Workforce Board, Inc.  
Airport Corporate Center  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**For Monroe County, Board County Commissioners**

Monroe County, Board of County Commissioners  
1100 Simonton Street, Suite 2-256  
Key West, Florida 33040

**Article 13  
Assignment and Performance**

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, Monroe County shall not subcontract any portion of the work required by this Agreement, unless agreed to in writing by the SFWB, Inc.

**Article 14  
Conflicts**

Neither Monroe County nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship, or both, that is substantially antagonistic or incompatible with Monroe County's loyal and conscientious exercise of judgment related to its performance under this Agreement.

In the event Monroe County is permitted to utilize subcontractors to perform any services required by this Agreement, Monroe County agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

**Article 15  
Contingency Fee**

Monroe County warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Monroe County, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Monroe County, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, SFWB, Inc. shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**Article 16  
Materiality and Waiver of Breach**

SFWB, Inc. and Monroe County agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

The parties' failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**Article 17  
Compliance with Laws**

Monroe County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

**Article 18**  
**Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless SFWB, Inc. or Monroe County elects to terminate this Agreement without cause.

**Article 19**  
**Joint Preparation**

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**Article 20**  
**Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 28 of this Agreement shall prevail.

**Article 21**  
**Applicable Law and Venue**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit of Miami-Dade County, Florida.

**Article 22**  
**Modifications**

No modification or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the SFWB, Inc. and Monroe County.

**Article 23**  
**Certification Regarding Lobbying**

Monroe County certifies, to the best of Monroe County's knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.



2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

#### **Article 24**

##### **Certification Regarding Debarment And Suspension And Other Matters**

Monroe County certifies, to the best of Monroe County's knowledge and belief, to the followings:

1. Monroe County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or Subcontractor.
2. Monroe County has not, within a three-year period preceding the commencement of this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Monroe County is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.

#### **Article 25**

##### **Certification Regarding Clean Air Act of 1970**

Monroe County certifies to the best of its' knowledge and belief, that Monroe County is in compliance with the Clean Air Act, as amended, and are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions or federal funding by a Federal department or Subcontractor based on any violations or non-compliance with the Clean Air Act.

#### **Article 26**

##### **Public Entities Crime**

Monroe County represents that the execution of this Agreement will not violate the Public Entity Crimes Act (§ 287.133, Florida Statutes) which essentially provides that a person or affiliate who is a contractor, consultant or other contractor and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to SFWB, Inc., may not submit a bid on a contract with SFWB, Inc. for the construction or repair of a public building or public work, may not submit bids on leases of real property to SFWB, Inc., may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with SFWB, Inc. and may not transact any business with SFWB, Inc. in excess of the threshold amount provided in § 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from SFWB, Inc. competitive procurement activities. In addition to the foregoing, Monroe County further represents that there has been no determination, based on an audit, that Monroe County has committed an act defined by § 287.133, Florida Statutes, as a "public entity crime" and that Monroe County has not been formally

charged with committing an act defined as a "public entity crime," regardless of the amount of money involved or whether Monroe County has been placed on the convicted vendor list.

**Article 27**  
**Certification of A Drug Free Work Place**

Monroe Count assures and guarantees that it shall comply with the Federal Drug Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

**Article 28**  
**Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

## SIGNATORY FORM

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives

### SOUTH FLORIDA WORKFORCE BOARD, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

### Monroe County Board of County Commissioners

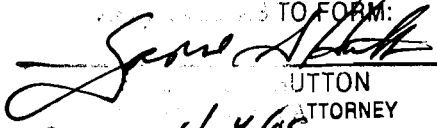
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

MONROE COUNTY ATTORNEY  
DATE TO FORM:  
  
SHUTT  
ATTORNEY  
Date: 6/24/05